

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
READING DIVISION**

<b>In re:</b>  <b>John Warren Illingworth,</b> <b>Debtor</b>  <b>Judith Marie Illingworth,</b> <b>Joint/Co-Debtor</b>  <b>DEUTSCHE BANK NATIONAL TRUST COMPANY,</b> <b>AS INDENTURE TRUSTEE, ON BEHALF OF THE</b> <b>HOLDERS OF THE ACCREDITED MORTGAGE</b> <b>LOAN TRUST 2006-2 ASSET BACKED NOTES</b>  <b>Movant</b>  <b>v.</b>  <b>John Warren Illingworth,</b> <b>Debtor</b>  <b>Judith Marie Illingworth,</b> <b>Joint Debtor</b> <b>Debtor/Respondent</b>  <b>Scott F. Waterman, Esquire</b> <b>Trustee/Respondent</b>	<b>Bankruptcy No. 23-11784-pmm</b>  <b>Chapter 13</b>
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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Movant, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, and Judith M. Illingworth and John W. Illingworth, "Debtor(s)" by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On June 22, 2006, Judith M. Illingworth and John W. Illingworth executed and delivered a Promissory Note ("Note") and a Mortgage ("Mortgage") securing payment of the Note in the

amount of \$196,000.00.

2. The Mortgage was recorded on July 17, 2006 with the Northampton County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Northampton County commonly known as 1335 Detweiler Avenue, Hellertown, PA 18055 (the "Property").
4. The Note and Mortgage were lastly assigned to Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes.
5. Debtor(s) has defaulted under the terms of the Note and Mortgage by failing to make the monthly post-petition payments of principal, interest and escrow. As of January 15, 2025, the post-petition arrearage owed to Movant is \$3,367.14 and consists of 3 monthly mortgage payments at \$1,650.20 less a suspense balance of \$1,583.46.
6. Thus, Debtor(s)'s post-petition arrearage currently totals the sum of \$3,367.14.
7. Debtor(s) further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,650.20 per month shall become due under the Note and Mortgage on the 1st of each successive month, beginning February 1, 2025 until the Note is paid in full. Debtor(s) acknowledges that the monthly payment is subject to change and is responsible for same.
8. Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, and Debtor(s) desire to resolve Debtor(s)'s post-petition arrearage in accordance with the set forth terms below:

**II. STIPULATION FOR RELIEF FROM STAY**

9. Debtor(s) confirms and acknowledges his obligations to Select Portfolio Servicing, Inc. under the Note and Mortgage.
10. Debtor(s) further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
11. Debtor(s) further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from February 1, 2025 as set forth above in paragraph 7.
12. Debtor(s) further agrees to continue to make his regular post-petition payment of principal and interest in the amount of \$1,650.20 (Debtor(s)'s acknowledges that the monthly payment is subject to change) which shall become due on the 1st day of each month beginning February 1, 2025 until his obligation to Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, its successors and/or assignees under the Note is paid in full.
13. Debtor further agrees to file an Amended Plan within 30 days of the entry of an Order Approving this Stipulation which will include treatment for the post-petitions arrears owed to Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes. The plan shall state that the post-petition arrears through January 1, 2025 shall be paid over the remaining life of the plan in payments by the Chapter 13 Trustee. If necessary, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed

Notes shall file a supplemental claim or amended proof of claim reflecting the post-petition arrearages through January 1, 2025.

Payments should be made to:

**Select Portfolio Servicing, Inc.  
PO Box 65250  
Salt Lake City, UT 84165**

14. In the event that Debtor(s) converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor(s) shall cure the pre-petition and post-petition arrearages within ten (10) days from date of conversion. Should the Debtor(s) fail to cure the arrearage, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes will send Debtor(s)'s counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
15. In the event the Debtor(s) should default on his obligations under this Stipulation by failing to comply with the provisions as set forth above in paragraph 11 and/or tender in full any of the payments described in paragraph 12, on or before the dates on which they are due, then Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, its successors and/or assigns shall serve Debtor(s)' Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor(s) fails to cure the default within fifteen (15) days of the date of the written

notification, then, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor(s) or the Order of this Court. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.

16. Additionally, Debtor(s) agrees that he is not permitted more than two (2) defaults from the date of this Stipulation. Debtor(s) agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

17. Neither Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes's consent to this Stipulation nor Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the

Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes's acceptance of any payments tendered by Debtor(s) shall be construed as a waiver of Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes's right to proceed with or commence a foreclosure other legal action against Debtor(s) under this Stipulation; however, Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2006-2 Asset Backed Notes, agrees to credit Debtor(s)' account for any payments made by Debtor(s) in accordance with this Stipulation, the Note and/or Mortgage.

18. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
19. Debtor(s) hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor(s) understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor(s) to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Robert Shearer Date: 02/14/2025  
Robert Shearer, Esq.  
Robertson, Anschutz, Schneid, Crane & Partners, PLLC  
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Attorney for Movant

/s/ Michelle Dewald with express permission

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NO OPPOSITION:

/s/  with express permission

SCOTT F. WATERMAN [Chapter 13]

Chapter 13 Trustee

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Reading, PA 19606

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